

Washington State Health Care Authority
CONTRACT AMENDMENT

1A. NAME OF CONTRACTOR Corporate Translation Services, Inc. DBA CTS LanguageLink	2A. CONTRACT NUMBER K619 – Service Area 2
1B. ADDRESS OF CONTRACTOR 911 Main Street, Suite 10	2B. AMENDMENT 7
1C. CITY, STATE, ZIP CODE Vancouver, WA 98660	

3. ☒ THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in item 5 below by mutual consent of all parties hereto.
4. ☐ THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in item 5 below pursuant to the changes and modifications clause as contained therein.
5. DESCRIPTION OF AMENDMENT:
- The following sections of the Contract are amended as follows:
6. Section 3., Statement of Work, p. Required Reports for IS Program Monitoring, (2) Monthly Interpreter Services Data Report, (g) Monthly Overpayment Recovery Report is added as follows:
- (g) Monthly Overpayment Recovery Report shall include:
- i. Interpreter name and number
 - ii. Job numbers
 - iii. Total amount
 - iv. Date identified
 - v. Brief reason for overpayment
 - vi. Payment plan if established
 - vii. Date amount recovered

7. Section 10., Payment, f., Overpayment is added as follows:

f. Overpayment

(a) For overpayment(s) totaling two hundred dollars (\$200.00) or less within a pay period:

1. When HCA, DSHS, or the Contractor determines an Interpreter has been overpaid, the Contractor will deduct the overpayment from the subsequent distribution of payment. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the Interpreter until the overpayment is recovered.
2. At the time the overpayment is withheld from the payment distribution, the Interpreter will be supplied with the amount of the overpayment, the job number(s), and brief comment explaining the basis.

(b) For overpayment(s) totaling more than two hundred dollars (\$200.00) within a pay period:

- a. When HCA, DSHS, or the Contractor determines an Interpreter has been overpaid, the Contractor will provide written notice to the Interpreter which will include the following items:
 1. The amount of the overpayment;
 2. The basis for the assessment of an overpayment;
 3. The job number(s); and
 4. The Interpreter's rights under the CBA.

b. Method of Repayment

1. Within thirty (30) calendar days of receiving the written notice, the Interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the Contractor.
2. Deductions to repay an overpayment amounting to two hundred dollars (\$200.00) or more will take place over the subsequent six (6) pay periods, with equal payments each pay period.
3. The parties can mutually agree to a shorter period of time to repay the overpayment through deductions.
4. For overpayments amounting to two hundred dollars (\$200.00) or more, if the Interpreter fails to choose between a one-time payment or equal payments over six (6) pay periods, the Contractor will make deductions from the Interpreter's paycheck in equal payments over six (6) pay periods.
5. If after eight (8) pay periods since the date of the written notice, the overpayment has not been paid in full, the Interpreter must repay the Contractor the outstanding overpayment amount by check within thirty (30) days. In the event the Interpreter does not repay the Contractor, the Contractor may seek other lawful methods to recover the outstanding amount.

(c) Appeal Rights

Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per the grievance article of the CBA between the parties.

8. Section 10, Payment g., Payment Timelines

Payment Timelines

(a) Billing the State

1. Contractor

Once the Contractor receives a properly completed work order form and any applicable supporting travel related documentation for all appointments from a given day from the Interpreter, the Contractor must remit it to either the Health Care Authority within ten (10) business days, or include it on an invoice to be received by DSHS by the tenth (10th) of the subsequent month.

(b) Remittance to Contractor

Contractor shall bill the HCA or DSHS as defined in Section 3, Statement of Work, 7. Billing. The HCA will remit funds necessary to pay for interpreter services for all approved claims to the Contractor within thirty (30) calendar days.

(c) Remittance to Interpreter

Interpreters will have the options of receiving their paychecks directly through the postal service, by direct deposit, or through another mutually-agreed upon process, at no cost to the Interpreter.

1. Contractor

The Contractor will remit payment to the Interpreter on the fifth (5th) and twentieth (20th) of each month. If the fifth (5th) or the twentieth (20th) day of the month falls on a Saturday, Sunday, or recognized State holiday, the date for distribution of payment shall be the subsequent business day which is not a recognized State holiday. All funds received by the Contractor from HCA or DSHS on the first (1st) to the fifteenth (15th) calendar day will be remitted to the Interpreter on the twentieth (20th) day of the same month. All funds received by the Contractor from HCA or DSHS on the sixteenth (16th) to the last calendar day of the month will be remitted to the Interpreter on the fifth (5th) day of the following month.

8. The effective date of this amendment is July 1, 2013.

All other terms and conditions of this Contract remain in full force and effect.

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This is a unilateral amendment. Signature of contractor is not required below.

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Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.

IN WITNESS WHEREOF, HCA and the contractor have signed this agreement.

CONTRACTOR SIGNATURE	DATE
HCA ADMINISTRATOR/DESIGNEE SIGNATURE	DATE

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE ASSISTANT ATTORNEY GENERAL HCA-728 (11/93)